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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Apr 19, 2022

SEAN F. MCAVOY, CLERK

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

No. 2:19-CR-00217-RMP

13 v.

Plea Agreement

14 PHILIP MARION HARTHILL

15 Defendant.

16 Plaintiff, United States of America, by and through Vanessa R. Waldref, United
17 States Attorney for the Eastern District of Washington, and Ann T. Wick, Assistant
18 United States Attorney for the Eastern District of Washington, and Defendant, Philip
19 Marion Harthill ("Defendant"), both individually and by and through Defendant's
20 counsel, Colin Prince, agree to the following Plea Agreement:

21 1. Guilty Plea and Maximum Statutory Penalties:

22 Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), Defendant agrees
23 to waive indictment and plead guilty to an Information Superseding Indictment that
24 charges Defendant with Coercion and Enticement of a Minor, in violation of 18
25 U.S.C. § 2422(b). Defendant understands that the charge of Coercion and Enticement
26 of a Minor, under § 2422(b), is a Class C Felony. Defendant also understands that
27 penalties for this charge are the following: not less than 10 years of imprisonment, up
28 to life; a fine not to exceed \$250,000; a term of supervised release of not less than 5

1 years, up to life; and a special penalty assessment of \$100, in addition to registration
2 as a sex offender. Pursuant to the Justice for Victims of Trafficking Act of 2015, the
3 Court must impose an additional mandatory special assessment of \$5,000, unless the
4 Court finds Defendant to be indigent. Also, pursuant to the Amy, Vicky, and Andy
5 Child Pornography Victim Assistance Act of 2018, the Court must impose an
6 additional mandatory special penalty assessment of no more than \$50,000.

7 Defendant understands that a violation of a condition of supervised release
8 carries an additional penalty of re-imprisonment for all or part of the term of
9 supervised release without credit for time previously served on post-release
10 supervision.

11 2. The Court is Not a Party to the Agreement:

12 The Court is not a party to this Plea Agreement and may accept or reject this
13 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
14 Court. Defendant understands that the Court is under no obligation to accept any
15 recommendations made by the United States and/or by Defendant; that the Court will
16 obtain an independent report and sentencing recommendation from the U.S. Probation
17 Office; and that the Court may, in its discretion, impose any sentence it deems
18 appropriate up to the statutory maximums stated in this Plea Agreement.

19 Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the United States
20 and Defendant agree that the appropriate disposition of the case is a sentence of not
21 less than 10 years, and not more than 20 years, in prison, to be followed by a term of
22 supervised release, and agree to make sentencing recommendations to the Court
23 consistent with that agreement. Outside of this Agreement, Defendant acknowledges
24 that no promises of any type have been made to him with respect to the sentence the
25 Court will ultimately impose. Defendant understands that the Court is required to
26 consider the applicable Sentencing Guidelines range, but may depart upward or
27 downward. Indeed, the parties understand and agree that the Court may have to depart
28

1 from the applicable Sentencing Guidelines range in order to impose a sentence of 10-
2 20 years.

3 Defendant acknowledges that this Plea Agreement is entered pursuant to
4 Federal Rule of Criminal Procedure 11(c)(1)(C). Defendant understands that he may
5 withdraw from this Plea Agreement if the Court imposes a term of imprisonment
6 greater than 20 years. Defendant also understands that the United States may
7 withdraw from this Plea Agreement if the Court imposes a term of imprisonment of
8 less than 10 years. Defendant acknowledges that if either the United States or
9 Defendant withdraws from this Plea Agreement, the Plea Agreement becomes a
10 nullity, and neither the United States nor the Defendant are bound by any
11 representations within it.

12 The United States and Defendant each acknowledge that the imposition of a
13 special assessment, fine, restitution, and terms and conditions of supervised release are
14 not part of the Rule 11(c)(1)(C) nature of this Plea Agreement; that the parties are free
15 to make any recommendation they deem appropriate as to the imposition of a special
16 assessment, fine, restitution, and terms and conditions of supervised release; and that
17 the Court will exercise its discretion with regard to the imposition of a special
18 assessment, fine, restitution, and terms and conditions of supervised release.
19 Defendant acknowledges that he may not withdraw from this Plea Agreement based
20 on the Court's decisions regarding a special assessment, fine, restitution, or terms and
21 conditions of supervised release.

22 3. Waiver of Constitutional Rights:

23 Defendant understands that by entering this plea of guilty, Defendant is
24 knowingly and voluntarily waiving certain constitutional rights, including:

- 25 a. The right to a jury trial;
- 26 b. The right to see, hear and question the witnesses;
- 27 c. The right to remain silent at trial;
- 28 d. The right to testify at trial; and

1 e. The right to compel witnesses to testify.

2 While Defendant is waiving certain constitutional rights, Defendant understands
3 Defendant retains the right to be assisted through the sentencing and any direct appeal
4 of the conviction and sentence by an attorney, who will be appointed at no cost if
5 Defendant cannot afford to hire an attorney.

6 4. Effect on Immigration Status:

7 Defendant recognizes that pleading guilty may have consequences with respect
8 to Defendant's immigration status if Defendant is not a citizen of the United States.
9 Under federal law, a broad range of crimes may be removable offenses, including the
10 offense to which Defendant is pleading guilty. Removal and other immigration
11 consequences are the subject of a separate proceeding, however, and Defendant
12 understands that while deportation and/or removal appears to be a virtual certainty if
13 Defendant is not a citizen of the United States, no one, including Defendant's attorney
14 or the District Court, can predict with absolute certainty the effect of Defendant's
15 conviction on Defendant's immigration status. Defendant nevertheless affirms that
16 Defendant wants to plead guilty regardless of any immigration consequences that
17 Defendant's plea may entail, even if automatic removal from the United States is a
18 virtual certainty if Defendant is not a United States citizen.

19 5. Elements of the Offense:

20 The United States and Defendant agree that to convict Defendant of Coercion
21 and Enticement of a Minor, in violation of 18 U.S.C. § 2422(b), the United States
22 would have to prove beyond a reasonable doubt the following elements and material
23 facts:

24 *First*, between on or about July 9, 2019, and on or about August 16, 2019, in the
25 Eastern District of Washington, Defendant knowingly used a means of interstate or
26 foreign commerce to persuade, induce, entice, or coerce an individual to engage in
27 sexual activity;

28 *Second*, the individual was under the age of 18; and

1 *Third*, the sexual activity was such that any person could be charged with a
2 criminal offense under federal or state law.

3 6. Factual Basis and Statement of Facts:

4 The United States and Defendant stipulate and agree that the following facts are
5 accurate; that the United States could prove these facts beyond a reasonable doubt at
6 trial; and these facts constitute an adequate factual basis for Defendant's guilty plea.
7 This statement of facts does not preclude either party from presenting and arguing, for
8 sentencing purposes, additional facts which are relevant to the guideline computation
9 or sentencing, unless otherwise prohibited in this agreement.

10 Homeland Security Investigations (HSI) Spokane received two investigative
11 leads regarding Defendant. Microsoft, Inc. provided information that the user of
12 Internet Protocol (IP) address 50.52.113.27 had transmitted an image of child
13 pornography on January 12, 2019, using the Skype communication application.
14 Agents viewed the image and confirmed it to be child pornography. Through the use
15 of legal process, agents learned that the subscriber for IP address 50.52.113.27 was
16 Philip Harthill, with account service at Defendant's Rosalia, Washington, address.

17 On June 11, 2019, an undercover (UC) officer from the United Kingdom
18 Eastern Regional Special Operations Unit encountered Defendant (user "Phil22") via
19 the Chat-Avenue website. During the ensuing communication between the two,
20 Defendant stated he is attracted to girls aged ten (10) and up and expressed an interest
21 in the UC's purported 10-year old daughter, also requesting pictures of her. Using the
22 mobile messaging KIK application, Defendant (user "Phil Hart") sent the UC three (3)
23 photos of young, naked girls. Agents viewed the images and confirmed that two of
24 the images constitute child pornography.

25 On August 29, 2019, law enforcement agents executed a federal search warrant
26 at Defendant's Rosalia residence, within the Eastern District of Washington. Agents
27 seized several electronic devices, including an HP laptop computer, serial no.
28

1 5CD44977CZ, all of which were manufactured, at least in part, outside of Washington
2 State.

3 A forensic review of Defendant's HP laptop computer revealed 1,455 video
4 files, and 531 image files, of child pornography. The images and videos included
5 depictions of prepubescent minors and minors under the age of 12 engaged in sexually
6 explicit conduct. One video is of Defendant and a minor female chatting via a social
7 media website and depicts Defendant and the minor female side-by-side on a split
8 screen. The video is approximately 11 minutes and 51 seconds in length. The minor
9 is nude, sitting in front of a web camera, and appears to be typing on an off-screen
10 keyboard. The minor types that she is 9 years old and lives in Germany. Defendant is
11 heard telling the minor numerous times that she is beautiful and asking to see her
12 "kitty." The minor responds by spreading her legs, exposing her vagina to the camera,
13 and masturbating.

14 After being advised of his rights pursuant to *Miranda*, Defendant admitted to an
15 interest in child pornography for approximately five years, since his wife died, and
16 said he had downloaded and used MegaLinks in order to trade child pornography
17 material with others during that time. Defendant admitted he had sexual images and
18 videos of underage girls ranging in age from approximately 2 years old to 15 years old
19 on his computer and indicated weekly viewing of a particular video of an
20 approximately 8-year-old girl having sexual intercourse with an adult male.

21 Defendant further informed investigators that he used various websites and
22 applications, including KidsChat, Skype, and Kik, to communicate with underage
23 girls ranging in age from 12 years old to 15 years old. Defendant stated he sometimes
24 would portray himself as being 19 years of age while communicating online with
25 underage girls and that the communication was of a sexual nature. Defendant
26 described communications with a specific minor female who said she was 12 years
27 old, wherein he sent the minor photos of his penis in exchange for topless photos of
28 the minor.

1 The child pornography files Defendant possessed on his devices were submitted
2 to the National Center for Missing and Exploited Children for victim identification;
3 NCMEC identified 133 known Series of child pornography.

4 Defendant admits that he used the Internet, a means and facility of interstate
5 and foreign commerce, to knowingly persuade, induce, and entice a minor to engage
6 in sexual activity, and that the sexual activity was such that he could be charged with
7 additional federal and state crimes, including but not limited to a violation of R.C.W.
8 § 9.68A.040(1)(b), Sexual Exploitation of a Minor.

9 7. Dismissal of Charges:

10 The United States Attorney's Office for the Eastern District of Washington
11 agrees to dismiss Counts 1-4 of the Indictment at sentencing, unless Defendant
12 breaches this Plea Agreement.

13 8. United States Sentencing Guideline Calculations:

14 Defendant understands that the advisory United States Sentencing Guidelines
15 (hereinafter "U.S.S.G.") are applicable to this case and that the Court will determine
16 Defendant's applicable sentencing guideline range at the time of sentencing.

17 a. Base Offense Level:

18 The United States and Defendant agree that the base offense level for Coercion
19 and Enticement of a Minor, in violation of 18 U.S.C. § 2422(b) is 28. *See* U.S.S.G. §
20 2G1.3(a)(3).

21 b. Specific Offense Characteristics:

22 The United States and Defendant agree that the base offense is increased by two
23 levels because the offense involved the use of a computer or an interactive computer
24 service to persuade, induce, entice, or coerce the minor to engage in prohibited sexual
25 conduct. *See* U.S.S.G. §2G1.3(b)(3).

26 The United States and Defendant agree that the offense level is further
27 increased by an additional eight levels because the offense involved a minor under the
28 age of 12. *See* U.S.S.G. §2G1.3(b)(5).

1 The parties make no agreement about the applicability of any other specific
2 offense characteristic adjustments.

3 c. Acceptance of Responsibility:

4 If Defendant clearly accepts responsibility for the offense, Defendant will be
5 entitled to a reduction of two levels in the combined adjusted offense level, under
6 USSG § 3E1.1(a). The Government will move for an additional one-level reduction
7 in the combined offense level under § 3E1.1(b) if the following conditions are met: (1)
8 Defendant qualifies for a decrease under § 3E1.1(a); (2) the offense is level 16 or
9 greater; and (3) Defendant has timely notified authorities of Defendant's intention to
10 enter a plea of guilty, thereby permitting the Government to avoid preparing for trial
11 and permitting the Court to allocate its resources efficiently. If, before sentence is
12 imposed, Defendant fails to meet the criteria set out in USSG § 3E1.1, or acts in a
13 manner inconsistent with acceptance of responsibility, the Government will withdraw
14 or not make such a recommendation.

15 Defendant and the United States agree that the United States may at its option
16 and upon written notice to Defendant, not recommend a downward reduction for
17 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
18 charged or convicted of any criminal offense whatsoever, or if Defendant tests
19 positive for any controlled substance.

20 d. Criminal History:

21 The United States and Defendant understand that Defendant's criminal history
22 computation is tentative and that ultimately Defendant's criminal history category will
23 be determined by the Court after review of the Presentence Investigative Report. The
24 United States and Defendant have made no agreement and make no representations as
25 to the criminal history category, which shall be determined after the Presentence
26 Investigative Report is completed.

1 9. Incarceration:

2 Consistent with the terms of this Rule 11(c)(1)(C) agreement, the United States
3 agrees to recommend a prison sentence no greater than 20 years.

4 Also consistent with the terms of this Rule 11(c)(1)(C) agreement, the
5 Defendant agrees to recommend a prison sentence of no less than 10 years.

6 10. Supervised Release:

7 The parties acknowledge a mandatory term of at least five years of supervised
8 release. The United States and Defendant agree to recommend the following
9 conditions of Supervised Release, in addition to the standard conditions of supervised
10 release and the special conditions of supervised release that are imposed in all child
11 sex offender cases in this District:

- 12 a. Defendant shall not have any contact with any child under the age
13 of 18 outside the immediate presence of an adult and approved in
14 advance by the Probation Officer. Defendant shall not have any
15 contact or communications of any kind with any child via
16 telephone, the Internet, or any social media platform. Defendant
17 shall immediately report to the Probation Officer any unauthorized
18 contact with anyone under 18 years old.
- 19 b. The United States Probation Officer may conduct, upon reasonable
20 suspicion, and with or without notice, a search of Defendant's
21 person, residences, offices, vehicles, belongings, and areas under
22 Defendant's exclusive or joint control.
- 23 c. Defendant shall report to the Probation Office any and all
24 electronic communications service accounts, as defined in 18
25 U.S.C. § 2510(15) used for user communications, dissemination
26 and/or storage of digital media files (i.e. audio, video, images).
27 This includes, but is not limited to, email accounts, social media
28 accounts, and cloud storage accounts. Defendant shall provide

1 each account identifier and password, and shall report the creation
2 of new accounts, changes in identifiers and/or passwords, transfer,
3 suspension and/or deletion of any account within 5 days of such
4 action. Failure to provide accurate account information may be
5 grounds for revocation. The Probation Office is permitted to
6 access and search any accounts using Defendant's credentials
7 pursuant to this condition when reasonable suspicion exists that
8 Defendant has violated a condition of supervision and that the
9 accounts to be searched contain evidence of this violation.

10 d. Defendant shall allow the Probation Officer or designee to conduct
11 random inspections, including retrieval and copying of data from
12 any computer with the ability to access to the Internet, and any
13 personal computing device with the ability to access the Internet
14 that Defendant possesses or has access to, including any internal or
15 external peripherals. This may require temporary removal of the
16 equipment for a more thorough inspection. Defendant shall not
17 possess or use any data encryption technique or program.
18 Defendant shall purchase and use such hardware and software
19 systems that monitor Defendant's usage of any computer that has
20 the ability to access the Internet, if so directed by the Probation
21 Officer.

22 e. Defendant shall not reside or loiter within 1000 feet of places
23 where children under the age of 18 congregate, which includes
24 primary and secondary schools, schoolyards, parks, playgrounds,
25 shopping malls, daycare centers, carnivals, recreation centers, and
26 arcades.

27 f. Defendant shall not possess or manufacture any sexually
28 stimulating, sexually explicit or sexually oriented material

1 including videos, magazines, photographs, computer generated
2 depictions, or any other matter that depicts “sexually explicit
3 conduct” involving children or adults, as defined by 18 U.S.C.
4 § 2256(2). Defendant shall not enter or be present at any
5 establishment involved in the sex industry, including adult book
6 stores, massage parlors, escort services, or strip clubs. Defendant
7 shall not use any sex-related adult telephone number, Internet
8 access, or social media platform. Defendant shall provide to the
9 Probation Officer all of Defendant’s telephone and Internet records
10 to monitor compliance, at the direction of the Probation Officer.

11 g. Defendant shall register as a sex offender, according to the laws of
12 each state in which Defendant resides, is employed, or is attending
13 school. Defendant shall provide verification of compliance with
14 this requirement to the Probation Officer.

15 h. Defendant shall complete a sex offender evaluation, which may
16 include periodic psychological, physiological, and polygraph
17 testing, and completion of the ABEL assessment, at the direction
18 of the Probation Officer.

19 i. Defendant shall participate and successfully complete an approved
20 state-certified sex offender treatment program, including
21 compliance with all lifestyle restrictions and treatment
22 requirements of the program. Defendant shall allow reciprocal
23 release of information between the Probation Officer and the
24 treatment provider. Defendant shall contribute to the cost of
25 treatment according to Defendant’s ability.

26 11. Criminal Fine:

27 The United States and Defendant are free to make whatever recommendation
28 concerning the imposition of a criminal fine that they believe is appropriate.

1 Defendant acknowledges that payment of restitution to his victims is mandatory, but
2 reserves the right to contest the amount of restitution to be imposed.

3 12. Mandatory Special Penalty Assessment:

4 The Defendant agrees to pay the \$100 mandatory special penalty assessment to
5 the Clerk of Court for the Eastern District of Washington, at or before sentencing,
6 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United
7 States before sentencing as proof of this payment.

8 Defendant agrees that pursuant to the JVTA, the Court shall impose an
9 additional mandatory special assessment of \$5,000, absent a judicial finding of
10 indigence.

11 Defendant agrees that pursuant to the AVAA, the Court shall also impose, in
12 addition to any other criminal penalty, restitution, or special assessment authorized by
13 law, an additional assessment of up to \$50,000, as set forth in 18 U.S.C. § 2259A.¹
14 Defendant also understands and agrees that pursuant to 18 U.S.C. § 2259A(c), in
15 determining the amount of the AVAA assessment, the Court shall consider the factors
16 set forth in 18 U.S.C. §§ 3553(a), 3572.

17 Neither party may withdraw from the Plea Agreement based on the ultimate
18 special penalty assessment(s) imposed.

19 13. Payments While Incarcerated:

20 If Defendant lacks the financial resources to pay the monetary obligations
21 imposed by the Court, Defendant agrees to earn the money to pay toward these
22 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
23 Program.

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25
26
27 ¹ For purposes of 18 U.S.C. § 2259A, the term "child pornography production"
28 includes "any offense under chapter 109A or chapter 117 that involved the production
of child pornography (as such term is defined in section 2256)." 18 U.S.C.
§ 2259(c)(1).

1 14. Restitution:

2 The United States and Defendant agree that restitution is required. *See*
3 18 U.S.C. §§ 2259, 3663A, and 3664. Defendant acknowledges that restitution is
4 mandatory, without regard to Defendant's economic situation, to identifiable victims
5 who suffer ongoing injury by virtue of child pornography images depicting them
6 circulating on the Internet indefinitely, in amounts that comport with Defendant's
7 relative role in the causal process that underlies the general losses of the victims.
8 *Paroline v. United States*, 572 U.S. 464 (2014); 18 U.S.C. § 2259.

9 The United States and Defendant hereby stipulate and agree, that pursuant to 18
10 U.S.C. § 2259, the Court shall order restitution for the full amount of the victims'
11 losses. The parties further agree that, pursuant to the Amy, Vicky and Andy Child
12 Pornography Victim Assistance Act of 2018, 18 U.S.C. § 2259(b)(2) ("AVAA"), the
13 Court shall order restitution for the full amount of the victims' losses in an amount
14 that reflects Defendant's relative role in the causal process that underlies the victims'
15 losses, but which is no less than \$3,000 per victim.

16 For purposes of 18 U.S.C. § 2259, "victim" means the individual harmed as a
17 result of a commission of the crime, including, in the case of a victim who is under 18
18 years of age, the legal guardian of the victim. The United States and Defendant also
19 hereby stipulate and agree that the Court shall order full restitution, as appropriate, to
20 any entity, organization, insurance company, individual(s), and/or medical provider
21 who provided medical services and/or funds related to the treatment of the victims.

22 Pursuant to 18 U.S.C. § 3663(a)(3), in exchange for the United States
23 dismissing counts and/or agreeing to not bring additional charges, Defendant
24 voluntarily agrees to pay restitution to all victims of the child pornography
25 transported, distributed, received, and possessed by Defendant detailed in the
26 discovery received through the date of the instant Agreement, whether or not the
27 Defendant enters a plea of guilty to such counts, and whether or not such counts are
28 foregone pursuant to this agreement. Defendant agrees that such victims shall be

1 entitled to restitution as if the AVAA applied to all Defendant's conduct and agrees
2 that the Court should order restitution in an amount that reflects Defendant's relative
3 role in the causal process that underlies the victim's losses, but which is no less than
4 \$3,000 per victim.

5 The United States and the Defendant further agree to the following:

6 a. Restitution Amount and Interest

7 The United States and Defendant hereby stipulate and agree that, pursuant to 18
8 U.S.C. §§ 2259, 3663, 3663A and 3664, the Court should order restitution in an
9 amount to be determined at or before sentencing, but which is not less than \$3,000 per
10 victim. Defendant reserves the right to challenge a restitution amount greater than
11 \$3,000 per victim. The United States and Defendant agree that interest on this
12 restitution amount, if any, should be waived.

13 b. Payments

14 To the extent that the Court orders restitution, the United States and Defendant
15 agree that the Court will set a restitution payment schedule based on his financial
16 circumstances. *See* 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant agrees to
17 pay not less than 10% of his net monthly income towards his restitution obligation.

18 c. Treasury Offset Program and Collection

19 Defendant understands the Treasury Offset Program ("TOP") collects
20 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all
21 of Defendant's federal tax refund, federal retirement benefits, or other federal benefits
22 and apply these monies to Defendant's restitution obligations. *See* 26 U.S.C. §
23 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

24 Defendant also understands the United States may, notwithstanding the Court-
25 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
26 satisfied, including, but not limited to, garnishment of available funds, wages, or
27 assets. *See* 18 U.S.C. §§ 3572, 3613, 3664(m). Nothing in this acknowledgment shall
28 be construed to limit Defendant's ability to assert any specifically identified

1 exemptions as provided by law, except as set forth in this Plea Agreement.

2 Until a fine or restitution order is paid in full, Defendant agrees fully to disclose
3 all assets in which he has any interest or over which he exercises control, directly or
4 indirectly, including those held by a spouse, parent, nominee, or third party. Until
5 such time as the fine or restitution order is paid in full, Defendant agrees to provide
6 waivers, consents or releases requested by the U.S. Attorney's Office to access
7 records to verify the financial information.

8 d. Notifications and Waivers

9 Defendant agrees to notify the Court and the United States of any material
10 change in his economic circumstances (e.g., inheritances, monetary gifts, changed
11 employment, or income increases) that might affect his ability to pay restitution. *See*
12 18 U.S.C. § 3664(k). This obligation ceases when the restitution is paid-in-full.

13 Defendant agrees to notify the United States of any address change within 30
14 days of that change. *See* 18 U.S.C. § 3612(b)(1)(F). This obligation ceases when the
15 restitution is paid-in-full.

16 Defendant acknowledges that the Court's decision regarding restitution is final
17 and non-appealable. Neither party may withdraw from the Plea Agreement based on
18 the ultimate amount or restitution ordered.

19 15. Judicial Forfeiture:

20 Defendant, Philip Marion Harthill, agrees to voluntarily forfeit and relinquish
21 all right, title and interest in the assets identified in the Information Superseding
22 Indictment and listed herein, to the United States, and hereby agrees to execute any
23 and all forms and pleadings necessary to effectuate such forfeiture of assets, including,
24 but not limited to:

- 25 a. HP laptop computer, Model: 15, serial no. 5CD44977CZ;
- 26 b. Samsung hard drive, Model: ST1000LM024, serial no.
27 S2WZJ90CB30613;
- 28 c. Infinitive 16GB thumb drive, serial no. BL180326650B;

- d. LG cellular phone, Model L83BL, serial no. 709CYUK088046;
- e. LG cellular phone, Model LG505C, serial no. 206CYCV0169739;
- and
- f. ZTE cellular, Model Z6655C, serial no. 327B4097504B

Defendant stipulates that he is the sole owner of the assets identified herein and that no one else has an interest in the assets.

Defendant acknowledges that the assets listed above that Defendant is agreeing to forfeit are subject to forfeiture pursuant to 18 U.S.C. § 2428(a)(1), as property that was used or intended to be used to commit or to facilitate the commission of a violation of Coercion and Enticement of a Minor as alleged in the Information Superseding Indictment to which Defendant is pleading guilty. Defendant agrees to take all steps as requested by the United States to pass clear title to the asset(s) to the United States. Defendant hereby agrees to execute any and all forms and pleadings necessary to effectuate such forfeiture of assets, and to testify truthfully in any forfeiture proceeding.

Defendant agrees to hold all law enforcement agents/officers, and the United States, its agents, and its employees harmless from any claims whatsoever arising in connection with the seizure and forfeiture of any asset covered by this agreement.

Defendant waives further notice of any federal, state or local proceedings involving the forfeiture of the seized assets he is agreeing to forfeit.

Defendant further agrees to waive all constitutional, equitable and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. Defendant knowingly and voluntarily waives Defendant's right to a jury trial on the forfeiture of the assets. Defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defects that may pertain to the forfeiture.

1 16. Additional Violations of Law Can Void Plea Agreement:

2 Defendant and the United States agree that the United States may at its option
3 and upon written notice to Defendant, withdraw from this Plea Agreement or modify
4 its recommendation for sentence if, prior to the imposition of sentence, Defendant is
5 charged or convicted of any criminal offense whatsoever or if Defendant tests positive
6 for any controlled substance.

7 17. Waiver of Appeal Rights and Collateral Attack:

8 Defendant understands that he has a limited right to appeal or challenge the
9 conviction and sentence imposed by the Court. Acknowledging this, Defendant
10 expressly waives the right to appeal his conviction and any sentence of incarceration
11 which comports with the terms of this Rule 11(c)(1)(C) agreement, and any order of
12 restitution not greater than the total of \$3,000 per victim identified by NCMEC as
13 referenced in this Plea Agreement. Defendant further expressly waives the right to
14 file any post-conviction motion attacking his conviction and sentence, including a
15 motion pursuant to 28 U.S.C. § 2255, except one based upon ineffective assistance of
16 counsel based on information not now known by Defendant and which, in the exercise
17 of due diligence, could not be known by Defendant by the time the Court imposes
18 sentence. Should Defendant successfully move to withdraw from this Plea Agreement
19 or should Defendant's conviction on the Indictment be set aside, vacated, or reversed
20 as a result of an appeal or upon a motion pursuant to 28 U.S.C. § 2255, this Plea
21 Agreement shall become null and void and the United States may prosecute Defendant
22 on all available charges involving or arising from the conduct described above.
23 Nothing in this Plea Agreement shall preclude the United States from opposing any
24 post-conviction motion for a reduction of sentence or other attack upon the conviction
25 or sentence, including, but not limited to, proceedings pursuant to 28 U.S.C. § 2255
26 (writ of habeas corpus).

1 18. Notice of Sex Offender Registration:

2 Defendant understands that, by pleading guilty, he will be required to register as
3 a sex offender upon his release from prison as a condition of supervised release,
4 pursuant to 18 U.S.C. § 3583(d). Defendant also understands that independent of
5 supervised release, he will be subject to federal and state sex offender registration
6 requirements, and that those requirements may apply throughout his life. Defendant
7 agrees that he shall keep his registration current, shall notify the state sex offender
8 registration agency or agencies of any changes to defendant's name, place of
9 residence, employment, or student status, or other relevant information. Defendant
10 shall comply with requirements to periodically verify in person his sex offender
11 registration information. Defendant understands that he will be subject to possible
12 federal and state penalties for failure to comply with any such sex offender
13 registration requirements. If he resides in Washington State following release from
14 prison, he will be subject to the registration requirements of RCW §9A.44.130.
15 Defendant further understands that, under 18 U.S.C. §4042(c), notice will be provided
16 to certain law enforcement agencies upon his release from confinement following
17 conviction. As a condition of supervised release, defendant shall initially register with
18 the state sex offender registration of the state of his release, and shall also register with
19 the state sex offender agency in any state where defendant resides, is employed,
20 works, or is a student, as directed by the Probation Officer. Defendant shall provide
21 proof of registration to the Probation Officer within 72 hours of release from
22 imprisonment.

23 19. Integration Clause:


24 The United States and Defendant acknowledge that this document constitutes
25 the entire Plea Agreement between the United States and Defendant, and no other
26 promises, agreements, or conditions exist between the United States and Defendant
27 concerning the resolution of the case. This Plea Agreement is binding only upon the
28 United States Attorney's Office for the Eastern District of Washington, and cannot

1 bind other federal, state or local authorities. The United States and Defendant agree
2 that this agreement cannot be modified except in a writing that is signed by the United
3 States and Defendant.

4 Approvals and Signatures


5 Agreed and submitted on behalf of the United States Attorney's Office for the
6 Eastern District of Washington.

7 Vanessa R. Waldref
8 United States Attorney

9 
10 Ann T. Wick
11 Assistant U.S. Attorney

4/19/22
Date

12 I have read this Plea Agreement and have carefully reviewed and discussed
13 every part of the agreement with my attorney. I understand and voluntarily enter into
14 this Plea Agreement. Furthermore, I have consulted with my attorney about my
15 rights, I understand those rights, and I am satisfied with the representation of my
16 attorney in this case. No other promises or inducements have been made to me, other
17 than those contained in this Plea Agreement and no one has threatened or forced me in
18 any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.

19
20 
21 Philip Marion Harthill
22 Defendant

4-19-2022
Date

23 I have read the Plea Agreement and have discussed the contents of the
24 agreement with my client. The Plea Agreement accurately and completely sets forth
25 the entirety of the agreement between the parties. I concur in my client's decision to


26 //
27 //

28 //

1 plead guilty as set forth in the Plea Agreement. There is no legal reason why the
2 Court should not accept Defendant's plea of guilty.

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5 Colin G. Prince
6 Attorney for Defendant

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